# Received by NSD/FARA Registration Unit 04/06/2017 6:28:05 PM OMB No. 1124-0006; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

# Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <a href="http://www.fara.gov">http://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov">http://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="http://www.fara.gov">http://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

			<u> </u>	
Name and Address of Registrant  Armstrong & Associates, LLC, 10661 Dingman Road, Guys Mills, PA 16327				2. Registration No.
				6416
3. Name of Foreign Principal Andrii Artemenko			4. Principal Address of Foreign Principal 23-25 Klinichaya Street Apartment 80 Kiev, Ukraine 03110	al
5. Indicate	whether your foreign principal is one of the fo	llow	ing;	
	Government of a foreign country 1			
□ F	oreign political party			
□ F	oreign or domestic organization: If either, ch	eck o	ne of the following:	
	Partnership		Committee	
	☐ Corporation		Voluntary group	
_	☐ Association		Other (specify)	<del> </del>
⊠ I	ndividual-State nationality Ukraine			
	reign principal is a foreign government, state: Branch or agency represented by the registra	nt		
b)	Name and title of official with whom registra	int de	als .	
	eign principal is a foreign political party, state Principal address	:		
<b>b</b> )	Name and title of official with whom registr	ant de	eais	
c)	Principal aim			

<sup>1 &</sup>quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

FORM NSD-3

<ol><li>If the foreign print</li></ol>	ncipal is not a foreign government or a foreign p	political party:	
	ne nature of the business or activity of this foreig		
Advaņ	ce US-Ukraine relations.		
	•		
h) Is this t	foreign principal:		
•	by a foreign government, foreign political party	v. or other foreign principal	Yes □ No ⊠
-	a foreign government, foreign political party, or	= · · · · · · · · · · · · · · · · · · ·	Yes □ No ⊠
•	a foreign government, foreign political party, o	* * *	Yes □ No ⊠
	by a foreign government, foreign political party		Yes □ No ⊠
	y a foreign government, foreign political party,		Yes □ No ⊠
, , ,	in part by a foreign government, foreign political	<del>-</del>	Yes □ No ⊠
- Substance	in part by a foreign government, levelign period	m party, or other tolorgir printipal	100 🚊 110 🖽
Explain fully all	items answered "Yes" in Item 8(b). (If addition	al space is needed, a full insert page mus	t be used.)
YEAL - E		- 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
	incipal is an organization and is not owned or co l, state who owns and controls it.	ontrolled by a foreign government, foreig	n pontical party or other
n/a			
			•
			<u> </u>
	EXECU	TION	
In accordance sui	ith 28 U.S.C. § 1746, the undersigned swears or	affirme under namelti, of nonium, that had	the been used the
	orth in this Exhibit A to the registration stateme		
	neir entirety true and accurate to the best of his/h		
Date of Exhibit A	Name and Title	Signature	
April 06, 2017	Dale Armstrong, Owner/Principal	/s/ Dale Armstrong	

### Received by NSD/FARA Registration Unit 04/06/2017 6:27:58 PM OMB No. 1124-0004; Expires April 30, 2017

U.S. Department of Justice

Washington, DC 20530

# **Exhibit B to Registration Statement** Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name of Registrant     Armstrong & Associates, LLC		2. Registration No.	6416		
3. Na	ame of Foreign Principal				
And	drii Artemenko				
	Check A	Appropriate Box:	·		
4. ⊠	The agreement between the registrant and the above-na checked, attach a copy of the contract to this exhibit.	med foreign principal is a forn	nal written contract. If this box is		
5	There is no formal written contract between the registra foreign principal has resulted from an exchange of correspondence, including a copy of any initial proposa	espondence. If this box is che	cked, attach a copy of all pertinent		
6. 🗌	The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.				
7. De	escribe fully the nature and method of performance of the	above indicated agreement or	understanding.		

Armstrong & Associates, LLC, will provide strategic counseling and representation to the foreign principal for an initial period of three months.

# Received by NSD/FARA Registration Unit 04/06/2017 6:27:58 PM

8.	Describe fully the a	ctivities the re	gistrant engages in or pro	oposes to eng	age in on behalf of the above for	eign principal.
	Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.  Strategic counseling and representation to advance US-Ukraine relations.					
		نوی بولید کردیو				
	•			•		
		•				
	•					
						·
						•
				•	,	
9.	Will the activities or the footnote below?		above foreign principal No	include politi	ical activities as defined in Section	n 1(o) of the Act and in
			ctivities indicating, amor		s, the relations, interests or police	ies to be influenced
	Strategic counseling and representation to advance US-Ukraine relations, including engagement with public officials, legislators, and government agencies.					
		`				
				•		
						·
_						
	EXECUTION					
iı	nformation set forth is	n this Exhibit		ement and tha	ander penalty of perjury that he/slat he/she is familiar with the contact edge and belief.	
D۶	ate of Exhibit B	Name and T	itle		Signature	
	ril 06, 2017		ong, Owner/Principal		/s/ Dale Armstrong	eSigned
Foo	tnote: "Political activity," as	defined in Section	1 l(o) of the Act, means any activ	rity which the per	son engaging in believes will, or that the per	son intends to, in any way influence

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

#### SERVICE AGREEMENT

This Service Agreement (herein the "Agreement") is signed on 28 February 2017

## by and between

Practicing lawyer under the Ukrainian Law Olga Tsyliuryk, No. certificate 000022 from June 30, 2015 issued by the Bar Association of Kirovograd Region, 01021, Kyiv, Shovkovychna street, 7A, office 84, acts for the benefit of the her clients and procedural representatives (herein the "Client"), and

"Armstrong and Associates" Limited Liability Company, entity number 6503968 a STATE of Inc: PA, address: 10661, Dingman Road Guys Mills, PA 16327 Crawford, duly represented by Dale Armstrong, acting as President, (herein the "Consultant").

#### 1. SCOPE OF SERVICE.

Consultant, in exchange for the compensation paid by the Client under this Agreement, agrees to provide strategic counseling and representation to the Client (the "Services").

### 2. TERM OF CONTRACT.

The term of this contract is for a period of three (3) months, commencing on the date hereof, and terminating on the third month anniversary of the date hereof.

# 3. <u>COMPENSATION.</u>

- a. The Client will pay for the Services provided by the Consultant under this Agreement in an amount of \$30,000 per month, commencing as of the date hereof, and continuing each month thereafter until the termination of this Agreement.
- b. In the event payments are not received by Consultant within five (5) days after becoming due, Consultant may:
  - i. charge interest on any such unpaid amounts at a rate of 1% per month or, from the date such payment was due until the date paid; and
  - ii. suspend performance of all Services until payment has been made in full.

### 4. <u>CLIENT'S OBLIGATIONS</u>. The Client shall:

a. cooperate with Consultant in all matters relating to the Services as may reasonably be requested by Consultant, for the purposes of performing the Services;

Mil

- b. respond promptly to any Consultant request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Consultant to perform Services in accordance with the requirements of this Agreement; and
- c. provide such Client materials or information as Consultant may reasonably request to carry out the Services in a timely manner and ensure that such Client materials or information are complete and accurate in all material respects.

# 5. CLIENT'S ACTS OR OMISSIONS.

If Consultant's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client or its agents, subcontractors, consultants or employees, Consultant shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by the Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

# 6. CONSULTANT'S OBLIGATIONS. The Consultant shall:

- a. provide such Consulting Services to the Client in the manner as the Client and the Consultant may reasonably agree from time to time in writing;
- b. use such of his effort, skill, attention and resources to properly render the Consulting Services to the Client;
- c. the Consultant shall not disclose or furnish to any person, firm, entity or corporation any Confidential Information relating to the Client, Client's affiliates or assigns. "Confidential Information" is described in Paragraph 8.
- d. Upon termination of this Agreement, Consultant shall deliver to the Client any and all documents, copies of documents, materials, and/or tangible items, whether in paper form or digital, which contain any Confidential Information, personal annotations and other property, belonging to or relating to the Client, the scope and nature of services rendered, and the like.

# 7. <u>LIMITATION OF LIABILITY</u>.

- a. IN NO EVENT SHALL CONSULTANT BE LIABLE TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. IN NO EVENT SHALL CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CONSULTANT PURSUANT TO THIS AGREEMENT

13/1

# IN THE TWO MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM

c. The limitation of liability set forth in Section 6 (b) above shall not apply to liability resulting from Consultant's gross negligence or willful misconduct; fraud; theft, conversion, embezzlement, dishonest conduct and/or violation of the confidentiality provisions contained herein.

# 8. CONFIDENTIAL INFORMATION

(a) <u>Definition</u>. The term "Confidential Information" encompasses all facts, materials and documents provided to the Consultant pursuant and subject to this Agreement. The term does not encompass publically available information.

The term includes and encompasses personal biographic details about the Client that have not been made available to the public; any disclosed personal and business relationships; disclosed documentation and materials relevant to the Services being rendered by the Consultant.

(b) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Client, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

Consultant may disclose the Confidential Information only to those of its employees who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, Consultant shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant shall use the same degree of care to avoid disclosure of the Confidential Information as it employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.

(c) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, or upon Client's earlier request, Consultant will deliver to Client all of Client's property or Confidential Information in tangible form that Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

# 9 <u>TERMINATION OF CONTRACT</u>.

a. Termination without cause. This contract may be terminated by mutual consent of both parties, which shall not be unreasonably withheld, or by either party upon 30 days' written notice.

- b. Client termination for cause. In addition to any remedies that may be provided under this Agreement, the Client may terminate this Agreement with immediate effect upon written notice to Consultant, if Consultant fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.
- c. Consultant termination for cause. In addition to any remedies that may be provided under this Agreement, Consultant may terminate this Agreement with immediate effect upon written notice to the Client, if the Client:

i. fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after the Client's receipt of written notice of nonpayment;

- ii. has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- iii. becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

# 10. FORCE MAJEURE.

Consultant shall not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond Consultant's reasonable control and Consultant gives notice to the Client immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

### 11. MERGER AND MODIFICATION.

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

### 12. SEVERABILITY.

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

### 13. ASSIGNMENTS.

Neither party may assign or otherwise transfer or delegate any right nor duty under this Agreement without the other party's express written consent.

# 14. NOTICE.

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

To the Client:

To the Consultant:

01021, Kyiv, Shovkovychna street, 7A,

10661, Dingman Road Guys Mills

office 84

PA 16327 Crawford

The provisions of this section do not supersede any statutes or rules of court regarding notice of claims or service of process. In the event of a conflict between this section and any statutes or rules of court, the statutes or rules of court govern.

# 15. APPLICABLE LAW AND VENUE.

This Agreement is governed by and construed in accordance with the laws of the District of Columbia. Any action to enforce this Agreement must be brought in the courts of the District of Columbia in the City of Washington.

CONSULTARIT

Dale Armstrong

DATE: 28/02/2017



